



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: FUEL CARDS

CONTRACT #: 1106-03

CONTRACT DATES: 01/01/04-12/31/08

BUYER: WALTER B. LARAUS
PHONE: (585) 753-1121
FAX: (585) 753-1104

VENDOR(S): SUNOCO INC.
1801 MARKET ST.
PHILADELPHIA, PA 19103
PH: 215/977-3739
FAX: 866/743-3820

TERMS AND CONDITIONS

<u>BID ITEM:</u>	FUEL CARDS
<u>FOR:</u>	FLEET MAINTENANCE
<u>DEPARTMENT CONTACT:</u>	Bob Hamilton, (585) 760-7519
<u>DUPLICATE COPIES:</u>	Please submit your bid in duplicate; the original and one (1) copy.
<u>BID INFORMATION:</u>	At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.
<u>SUBMITTAL OF FORMAL PROPOSAL:</u>	<p>Bid proposal must be legible and submitted in the original form, bearing an original signature. COPIES AND FACSIMILES ARE NOT ACCEPTABLE.</p> <p>All bidders must submit proof that they have obtained the required Worker's Compensation and disability benefits coverage or proof that they are exempt.</p>
<u>SPECIFICATION ALTERATIONS:</u>	Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. Only formal written addenda can materially alter this set of specifications. No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.
<u>QUANTITIES:</u>	The quantities listed on are the estimated <u>annual</u> requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. <u>Estimates are based upon actual annual usage for 2002 by County departments only.</u>
<u>QUALIFIED BIDDER:</u>	Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to his ability to perform. Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.
<u>METHOD OF AWARD:</u>	Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the TOTAL . Bidder must bid on all items to be considered. The County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of the County.
<u>CONTRACT TERM:</u>	Contract will start with the date of the contract award and run through December 31, 2004 , with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

DELIVERY:

Deliveries must be F.O.B. destination as specified by a purchase order. Refer to the Technical Specifications, item 3.e. for specific delivery requirements. **IF THIS DELIVERY TIME IS NOT ACCEPTABLE, THE BIDDER MUST STATE AN ALTERNATE DELIVERY TIME IN THE BID PROPOSAL. Monroe County reserves the right to a reject a bid** if the alternate delivery time is not acceptable.

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or his authorized agent prior to delivery.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

**REPORT OF
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) must honor the prices, terms and conditions of this contract with political subdivisions, school districts, fire districts or other district or public authority located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies or corporations will have to be coordinated between that subdivision or agency or corporations and the contractor. Orders placed against this contract between any subdivision or agency or corporation will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees, or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

EXCEPTION:

ANY EXCEPTION TO THIS BID MUST BE IN WRITING AND ATTACHED TO THE PROPOSAL SHEET.

FUEL CARDS

TECHNICAL SPECIFICATIONS

1. SCOPE:

Monroe County intends to enter into a contract with a vendor capable of issuing fuel cards to be used for purchases at area service stations as outlined below.

2. BIDDER QUALIFICATIONS:

- a.) All bidders must have the ability to provide fuel cards to Monroe County as requested.
- b.) All bidders must provide at the time of the bid opening a listing of all fueling facilities within Monroe County where fuel cards can be utilized. No bid will be accepted from a vendor with less than sixty (60) fueling sites within the boundaries of Monroe County.
- c.) All bidders must provide at the time of the bid opening a list of three (3) references where a contract of similar scope has been awarded. The reference list must include:
 - 1.) Company name
 - 2.) Address
 - 3.) Contact name
 - 4.) Contact's phone number
 - 5.) Number of years the company has dealt with the bidder's organization

FAILURE TO SUBMIT ANY OF THE ABOVE INFORMATION COULD RESULT IN REJECTION OF YOUR BID.

3. FUEL CARD SPECIFICATIONS:

- a.) Fuel cards must be able to be "locked" to allow only purchases of unleaded fuel; no oil, food, beverage or miscellaneous items. Under special circumstances, the Contractor may be requested to "unlock" fuel cards to allow for purchases of items other than fuel. These special circumstances must be approved by Bob Hamilton, Manager of Maintenance Support.
- b.) The following is mandatory information which must be entered before fueling is authorized by the card:
 - 1.) Minimum five (5) character, numerical vehicle number and personal identification number (PIN).
 - 2.) Vehicle odometer reading.
- c.) If available at the specific station, the fuel card must work at unmanned, pay-at-the-pump terminals by entering the required information into the keypad at the pump. Otherwise, the driver will have to use a keypad within the station's office.
- d.) Card authorization will be the bidder's standard card and issued to an individual or car but with no reference to Fleet or Commercial Accounts. In addition, the card must not make any reference to Monroe County. If issued to a car, the card must allow for the identification of multiple users, either by a five (5) digit employee number and/or PIN number.
- e.) After award, the Contractor must provide the initial cards within three (3) weeks of receipt of the necessary individual card data. Thereafter, cards must be issued by the Contractor within two (2) weeks of receipt of request and individual card data.
- f.) Authorized County personnel must be able to terminate cards with twenty-four (24) hour notification (phone or fax) to the Contractor. Any purchases charged to the card after the 24-hour cancellation notice will not be the responsibility of Monroe County.

4. INVOICES:

- a.) Fuel prices will be billed less any and all federal, state and local taxes. Monroe County is exempt from all taxes.
- b.) Invoices will be submitted on a monthly basis to the billing address as it appears on each purchase order.
- c.) The invoiced price will be the actual pump price, less the discount bid, less the taxes as outlined in Attachment A.

5. REPORTS:

- a.) Reports must be submitted on a monthly basis to the:

Monroe County Fleet Center
145 Paul Road
Rochester, New York 14624

THE FOLLOWING INFORMATION MUST BE INCLUDED:

- 1.) A summary report for each department/division (account) outlining each vehicle's monthly and year to date line item total for:
 - Total number of gallons
 - Total fuel expense
 - Average fuel economy
- 2.) A detailed report for each vehicle listed by card number and employee five (5) digit number and vehicle four (4) digit number. The report must include:
 - Date, time and location of each fueling; location must identify the city and, if possible, the street address
 - Odometer reading at time of fueling
 - Number of gallons dispensed
 - Type of fuel (i.e. unleaded regular or premium)
 - Pump price, if possible
 - Average miles per gallon
- 3.) All report(s) must be available in paper form and compatible with Excel Spreadsheet format. The Contractor must also have the ability to customize reports as stated in items 1.) and 2.) above.

SAMPLES OF STANDARD REPORTS MUST BE SUBMITTED AT THE TIME OF THE BID OPENING.

6. PRICE:

- a.) The bidder's net price will be calculated by applying the bidder's discount to a fuel pump price of **\$1.10/gallon**. After the discount is applied to the pump price, the taxes will be subtracted, resulting in the net price to Monroe County.
- b.) The Contractor will honor and be paid for fuel purchased until the close of business on the date on purchase order expiration.

7. TAX EXEMPTION:

Attachment A must be completed by each bidder and submitted at the time of the bid opening.

8. **QUANTITY ESTIMATES:**

- a.) Estimated gallons of fuel **per year**: 45,000 Gallons
- b.) Estimated number of fuel cards to be issued: 60
- c.) Estimated number of vehicles involved: 60
- d.) Estimated number of departments/divisions
in Monroe County 90

9. **TRANSITION:**

At the conclusion of the contract, the Contractor agrees to release to any incoming vendor, the driver and vehicle database for an orderly changeover of responsibilities. Release of this data will be done at no additional cost to Monroe County or the incoming vendor.

FUEL CARDS

ATTACHMENT A

THE FOLLOWING TAXES SHOULD BE BASED ON A PUMP PRICE OF UNLEADED REGULAR.

CENTS PER GALLON

GASOLINE

FEDERAL EXCISE TAX	.1840
STATE SALES TAX	.1127
GROSS RECEIPTS (NY PETRO. BUS)	.1400
COUNTY SALES TAX	
NY STATE MOTOR FUELS	.0805

FUEL CARDS

PRICING

Each bidder must state per gallon discount(s) to be based on a pump price of **\$1.70/gallon**. The discount(s) must be a percentage (%) off the pump price. Do not submit your bid in cents (¢) off per gallon.

1. Discount for monthly purchase * of **less than** 3,500 gallons: 2.5%
2. \$1.10 pump price **less** discount (item 1.) **less** taxes
(Attachment A) x 2,500 gallons/month = \$1388.25/mo.
3. Monthly cost ** per card x 60 cards = \$10.00/mo.

TOTAL BASE BID (PER MONTH) \$1398.25

* These gallons represent purchases made by Monroe County department/divisions **and** all its agencies/entities participating in this contract.

** This cost covers **all** administrative fees, i.e. new cards, replacement cards, reports.

Please state the discount applied to monthly purchases * of 3,501 - 8,999 gallons <\$10,000.00: 2.5%

Please state the discount applied to monthly purchases * of 9,000 or more gallons >\$10,000.00: 3.0%

FUEL CARDS

INFORMATION

CONTACT PERSON(S):

PRE-AWARD:

Indicate below to whom in your organization questions concerning this bid should be directed:

Name: MARK ZALLKEY

Address: 1801 MARKET ST.
PHILADELPHIA, PA 19103

Telephone Number: 215/977-3739

Fax Number: 866/743-3820

POST-AWARD:

Indicate below to whom in your organization questions concerning the contract resulting from this bid should be directed:

SAME AS ABOVE

FUEL CARDS

INFORMATION

BIDDER CHECKLIST:

Following is a list of items that must be submitted to Monroe County at the time of the bid opening.

1. Completed and signed Bid Proposal page.
2. List of all fueling facilities within Monroe County.
3. List of three (3) references where contracts of similar scope are held.
4. Samples of standard reports.
5. Completed and signed Attachment A.
6. Completed and signed Pricing page.
7. Completed and signed Information page.

MONROE COUNTY PURCHASING

Vendor Performance Survey

Contract Title:

Contract Number:

Vendor:

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (ie. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name:

Title:

Agency:

Telephone: _____ **Fax:**

E-mail:

Please submit this survey to Monroe County Purchasing.